



BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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REGULATORY
Guy M. Hicks
General Counsel
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OFFICE OF
EXECUTIVE SECRETARY

May 8, 2002

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Time Warner Telecom Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 01-00314 02-00526

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Time Warner Telecom and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement. The first Amendment establishes August 1, 2002 as the expiration date for the Interconnection Agreement; the second Amendment adds rates for virtual collocation and the third Amendment sets rates for services purchased pursuant to the Interconnection Agreement and includes terms and conditions for Local Interconnection Arrangements.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Ms. Tina Davis, Vice President – Assistant General Counsel, Time Warner Telecom
Ms. Carolyn Marek, Vice President Regulatory Affairs – SE Region, Time Warner Telecom

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Time Warner Telecom Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-00314~~ 02-00526

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TIME WARNER TELECOM
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Time Warner Telecom ("Time Warner") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated December 15, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Time Warner and BellSouth state the following:

1. Time Warner and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Time Warner. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on February 6, 2001.

2. The parties have recently negotiated Amendments to the Agreement. The first Amendment establishes August 1, 2002 as the expiration date for the Interconnection Agreement; the second Amendment adds rates for virtual collocation and the third Amendment sets rates for services purchased pursuant to the Interconnection

Agreement and includes terms and conditions for Local Interconnection Arrangements.

A copy of the Amendments is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Time Warner and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and Time Warner within 90 days of their submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Time Warner and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Time Warner and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 8th day of May, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

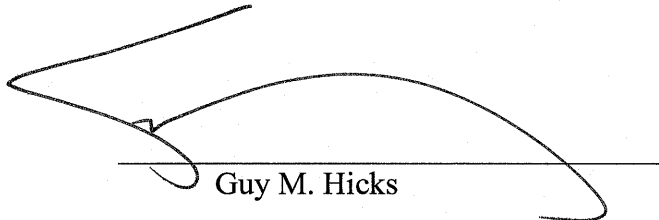
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 9th day of MAY, 2002:

Ms. Tina Davis
Vice President – Assistant General Counsel
Time Warner Telecom
10475 Park Meadows Drive
Littleton, CO 80124

Ms. Carolyn Marek
Vice President Regulatory Affairs – Southeast Region
Time Warner Telecom
233 Bramerton Court
Franklin, TN 37069



Guy M. Hicks

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
TIME WARNER TELECOM OF THE MID-SOUTH, L.P. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 15, 2000**

THIS agreement amends the Interconnection Agreement ("the Agreement") entered into by Time Warner Telecom of the Mid-South, L.P., and Time Warner Telecom of Georgia, L.P. (collectively, "Time Warner Telecom") and BellSouth Telecommunications, Inc. ("BellSouth") on December 15, 2000. This Amendment ("Amendment") is made by and between Time Warner Telecom and BellSouth and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date")

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Time Warner Telecom and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete in its entirety Section 2.1 of the General Terms and Conditions of the Agreement and to replace it with the new Section 2.1 below:

2.1 The term of this Agreement shall expire on August 1, 2002.

2. The Parties hereby mutually agree to delete the telecommunications entity identified as "Time Warner Telecom of Georgia, L. P." in the Agreement.

3. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: Pat C. Finley

Name: Patricia C. Finley

Title: Managing Director

Date: 4/4/01

Time Warner Telecom of the Mid-South, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings Inc., its general partner

By: _____

Name: Tina Davis

Title: _____

Date: _____

Time Warner Telecom of Georgia, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings Inc., its general partner

By: _____

Name: Tina Davis

Title: Tina Davis
Vice President and
Deputy General Counsel

Date: 5-31-01

**Amendment
to the
Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
Time Warner Telecom of Mid-South, L.P.
Dated December 15, 2000**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Time Warner Telecom of Mid-South, L.P. ("Time Warner Telecom") and BellSouth Telecommunications, Inc. ("BellSouth") December 15, 2000. This Amendment ("Amendment") is made by and between Time Warner Telecom and BellSouth and shall be deemed effective on the date executed by Time Warner Telecom and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Time Warner Telecom and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties agree the Agreement between Time Warner Telecom and BellSouth is hereby amended to add the following to Attachment 4, Section 3:

3.5 Virtual Collocation. Unless otherwise specified in this amendment, BellSouth shall provide virtual collocation in accordance with the Rates, Terms and Conditions as contained in BellSouth's FCC No 1 Tariff.

2. The Parties agree that the Agreement between Time Warner Telecom and BellSouth is hereby amended to add to Attachment 4, Exhibit A the following rates in Exhibit 1, which is attached hereto.

3. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

**Time Warner Telecom of Mid-South,
L.P.**

**By: Time Warner Telecom General
Partnership, its general partner**

**By: Time Warner Telecom General
Partnership, its general partner**

Pat C. Finner
Signature
PATRICK C. FINNER
Name
MANAGING DIRECTOR
Title
12/17/01
Date

Tina Davis
Signature
Tina Davis
Vice President and
Deputy General Counsel

Name

Title

Date

Tennessee

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per Location	NA	\$2,848.30
PE1DT	Application Fee for Co-Carrier	Per Application	NA	\$555.03
	Cable Fees			
ESPCX	Cable Installation Charge	Per Cable	NA	\$2,750.00
ESPSX	Cable Support Charge	Per Cable	\$13.35	NA
	Cross-Connect Fees			
UEAC2	2-Wire Cross-Connect	Per 2-Wire Loop	\$0.57	\$11.62 (First)/ \$9.90 (Add'l) Disconnect \$10.38 (First)/ \$8.66 (Add'l) Manual Svc Order \$19.99
UEAC4	4-Wire Cross-Connect	Per 4-Wire Loop	\$0.57	\$11.81 (First)/ \$10.04 (Add'l) Disconnect \$10.44 (First)/ \$8.67 (Add'l) Manual Svc Order \$19.99
CNC2F	2-Fiber Cross-Connect	Per Connection	\$15.64	\$41.56 (First)/ \$29.82 (Add'l)
CNC4F	4-Fiber Cross-Connect	Per Connection	\$28.11	\$50.53 (First)/ \$38.78 (Add'l)
CNC1X	DS1 Cross-Connect	Per DS1-Special	\$1.319	\$32.22(First)/ \$17.76 (Add'l) Disconnect \$10.46 (First)/ \$8.75 (Add'l)
CND3X	DS3 Cross-Connect	Per DS3-Special	\$56.25	\$151.90 (First)/ \$11.83 (Add'l)

	Co-Carrier Cross-Connect Fees			
PE1DS	Co-Carrier Cross-Connect-Copper or Coaxial Cable Support Structure	Per Linear Foot	\$0.0045	NA
PE1ES	Co-Carrier Cross-Connect-Fiber Cable Support Structure	Per Linear Foot	\$0.0031	NA
	Floor Space Fees			
ESPVX	Floor Space	Per Square Foot	\$3.20	NA
ESPAX	Floor Space	Per Ampere	\$3.48	NA
	Training Expenses Per Trainee			
CTRLD	Living Expenses	Per Day	NA	\$136.67
CTRLX	Labor Rate	First ½ Hour and Each ½ Or Fraction Thereof		
	Basic Time			\$30.64
	Overtime			\$35.77
	Premium Time			\$40.90
CTRTA	Air Fare/Travel Expense	Per Trip	NA	\$555.00
	Security Escort Expenses		First ½ Hour or Fraction Thereof	Each Additional ½ or Fraction Thereof
SPTBX	Basic Time, Normally Scheduled Work Hours		\$41.00	\$25.00
SPTOX	Overtime, Outside of Normally Scheduled Working Hours on a Scheduled Work Day		\$48.00	\$30.00
SPTPX	Premium Time, Outside of Scheduled Work day		\$55.00	\$35.00

**Amendment
to the
Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
Time Warner Telecom of Mid-South, L.P.
Dated December 15, 2000**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Time Warner Telecom of Mid-South, L.P. ("Time Warner Telecom") and BellSouth Telecommunications, Inc. ("BellSouth") December 15, 2000. This Amendment ("Amendment") is made by and between Time Warner Telecom and BellSouth and shall be deemed effective on the date executed by Time Warner Telecom and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Time Warner Telecom and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete in its entirety Attachment 3 to the Agreement and to replace it with the new Attachment 3 attached hereto as Exhibit A.
2. The Parties hereby mutually agree to delete in its entirety Attachment 11 to the Agreement and to replace it with the new Attachment 11 attached hereto as Exhibit B.
3. The Parties hereby mutually agree to delete in its entirety Table 1 of Attachment 11 to the Agreement and to replace it with the new Table 1 of Attachment 11 attached hereto as Exhibit C.
4. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**BellSouth Telecommunications,
Inc.**

**Time Warner Telecom of the
Mid-South, L.P.
By: Time Warner Telecom General
Partnership, its general partner
By: Time Warner Telecom General
Partnership, its general partner**

Pat C Finlen
Signature

PATRICK C. FINLEN
Name

MANAGING DIRECTOR
Title

3/7/02
Date

Tina Davis
Signature

Tina Davis
Vice President and
Deputy General Counsel
Name

Title

3-11-02
Date

Exhibit A

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide Time Warner interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

1.1 Local Traffic is as defined in Section 8 of this Attachment.

1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

1.2.1 Trunk-side of local switch.

1.2.2 Trunk interconnection points for tandem switch.

1.2.3 Central office cross-connect points.

1.2.4 Out-of-band signal transfer points.

1.2.5 Interconnection at applicable unbundled network element points is also available.

1.2.6 Time Warner may obtain local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 9.

1.3 Jurisdictional Reporting

1.3.1 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding intermediary traffic. Effective on the first business day of January, April, July and October of each year, BellSouth and Time Warner shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic

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terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

1.3.2

Percentage Interstate Usage. For combined interstate and intrastate Time Warner traffic terminated by BellSouth over the same facilities, Time Warner will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Time Warner. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

1.3.3

Percent Local Facility. Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

1.4

Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Time Warner shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU and/or PIU by twenty

percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

- 1.5 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for Time Warner's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Attachment 11. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to MECAB procedures.
- 1.6 Mutual Provision of Access Service. When BellSouth and Time Warner provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic. Thirty (30) day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies in accordance with MECAB guidelines. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.
- 1.6.1 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data, which is lost or damaged by their company, or any third party involved in processing or transporting data.
- 1.6.2 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 1.6.3 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 1.6.4 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.

- 1.6.5 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 1.6.6 The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect-records and LEC/ALEC-provided Toll Free Service records). The exchange of billing records for calls for this type that are intraLATA will be handled through the existing CMDS processes. The payments of revenues for these types of calls will be handled through Calling Card and Third Number Settlement ("CATS") with the CMDS host and specific arrangements with BellSouth. The Parties will exchange records of Local Transit Traffic on the same basis as provided in 1.6 with respect to Exchange Access meet point billing records.
- 1.7 Neither Party shall represent Exchange Access traffic as Local Interconnection Traffic.
- 1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below. Furthermore, all billing for services purchased under this Attachment will be subject to the reporting requirements set forth in Section 1.3 of this Attachment.
2. **Exchange of 800 Traffic**
- 2.1 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- 2.2 Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers (i.e., for LEC provided 800 Services). The records provided will be in a standard EMI format for a fee of \$0.013 per record.
- 2.3 800 Access Screening. Should Time Warner require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer

point for service control point database query information. Time Warner shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Time Warner will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at BellSouth access tandems, local tandems and/or at BellSouth end offices within a local calling area or other authorized area (e.g., an Extended Area Service Zone), or by multiple tandem access as set forth in 3.1. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

3.1 Multiple Tandem Access. Within each LATA, Time Warner must interconnect at all BellSouth access tandems where Time Warner NXXs are "homed." However, if Time Warner does not have NXXs homed at each access tandem within a LATA and elects not to interconnect at such access tandems where no NXXs are homed, Time Warner must order MTA in each access tandem within the LATA where it interconnects to the extent it desires to terminate traffic to customers served through access tandems in the LATA to which Time Warner has not interconnected. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

With MTA, both parties agree that mutual and reciprocal compensation for local traffic will be based on the Local Interconnection (Call Transport and Termination) rates specified in Attachment 11 on a statewide basis.

3.2 "Fiber-Meet" or "Mid-Span Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

3.2.1 If Time Warner elects to interconnect with BellSouth pursuant to a Fiber Meet, Time Warner and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1 or DS3 level and shall be ordered via an Access Service Request ("ASR") in the

initial phase of this offering. The Parties shall work together to determine the specific SONET transmission system. However, Time Warner's SONET transmission system must be compatible with BellSouth's equipment in the Serving Wire Center. The data communications channel must be turned off. Each Party reserves the right to determine the equipment that it employs for service.

- 3.2.1.1 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth central office within the interconnection wire center.
- 3.2.1.2 Time Warner shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Time Warner central office within the interconnection wire center.
- 3.2.1.3 BellSouth shall designate a Point of Interconnection ("POI") outside the BellSouth central office within the interconnection wire center as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Time Warner to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the POI. BellSouth shall, wholly at its own expense, procure, install and maintain the fusion splicing point in the POI. A Common Language Location Identification ("CLLI") code will be established for each POI. The code established must be a building type code. All orders shall originate from the POI (i.e., POI to Time Warner, POI to BellSouth).
- 3.2.1.4 Time Warner shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Time Warner, BellSouth shall allow Time Warner access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 3.2.1.5 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of the SONET transmission system.
- 3.2.1.6 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 3.2.2 Neither Party shall charge the other for the use of its portion of the Fiber Meet facility (i.e., the local channel). Charges incurred for other services will apply (e.g., interoffice dedicated transport, usage, etc.). Charges for Switched and Special Access Services shall be billed in accordance to the applicable Access Service tariff (i.e., the BellSouth Interstate or Intrastate Access Services Tariff).

4. Trunk Groups

BellSouth and Time Warner shall establish interconnecting trunk groups between networks. Interconnection for local traffic will be provided via one

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way trunks or such interconnection provided via two way trunks by issuance of an ASR from Time Warner. Local traffic only may be routed over the same one-way trunk group. All terms and conditions, as well as charges, both non-recurring and recurring not set forth in Attachment 11 of this Agreement, associated with interconnecting trunk groups between BellSouth and Time Warner shall be as set forth in Section E.6 of the appropriate BellSouth intrastate or interstate access tariff and shall be subject to the reporting requirements as set forth in Section 1.3 of this Attachment. Requests for alternative trunking arrangements may require submission of a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in Attachment 9. BellSouth shall use reasonable efforts to route transit traffic over transit trunks.

Time Warner may opt at any time to terminate to BellSouth some or all Local Traffic originating on its network via a combined two-way trunk group. In such case, Time Warner will provide a PLU to BellSouth or actual minutes of use.

5. Network Design and Management for Interconnection

5.1 Network Management and Changes. Both parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Neither Party will construct facilities, which require another Party to build unnecessary facilities.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

BellSouth will make available to Time Warner, as needed, 64 Kbps Clear Channel Capability ("64K CCC") trunks. Upon receipt of the Time Warner's initial forecast of 64K CCC quantities, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities, for the sole purpose of transmitting 64K CCC data calls between Time Warner and BellSouth. In no case will these trunks be used for voice calls. Where such trunks and/or additional equipment is required, such equipment and trunks will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or BellSouth internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

5.2.1

At Time Warner's request BellSouth will engineer all interconnection trunks between BellSouth and Time Warner to a 6 dB of digital pad configuration. BellSouth and Time Warner will cooperatively work to identify and convert all existing interconnection trunks to a 6 dB of digital pad configuration. Time Warner will waive any claims, damages, actions or causes of action that may result or result from the use of a 6 dB of digital pad configuration for interconnection trunks between BellSouth and Time Warner. Further, Time Warner shall indemnify BellSouth in regards to all claims, damages, action or causes of action brought by any third party that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between BellSouth and Time Warner.

5.3

Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other party to which each party provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to each other.

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a Time Warner end office and a BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one- percent (.01).

5.4

Network Management Controls. Both parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

BellSouth shall deliver all traffic destined to terminate at a Time Warner's Central Office in accordance with the serving arrangements defined in the LERG.

When Time Warner delivers over the Local Interconnection Trunk Group miscellaneous non-local calls (i.e., time, weather, 900, Mass Calling Codes) destined for BellSouth, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

Calls completed using NII codes (i.e. 411, 511, 911) shall not be sent between Time Warner's and BellSouth's networks over the Local Interconnection Trunk Groups.

5.5

Common Channel Signaling. Both parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

The Parties will provide CCS to one another in conjunction with all trunk groups where applicable. The Companies may establish CCS interconnections either directly or through a third party. The Parties will exchange TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.

5.6

Forecasting Requirements.

5.6.1

The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

5.6.2

Both parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk

forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions – Part A of this Agreement.

5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, videoconference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions of this Agreement.

5.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

5.7 Call Information. BellSouth and Time Warner will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to Time Warner that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide unless specified below:

- 6.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").
- 6.2 All Parties shall work cooperatively to manage the capacity of Local Interconnection Trunks Groups. Any Party may send another an ASR to initiate changes to the Local Interconnection Trunks Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party will issue a Firm Order Confirmation ("FOC") and a Design Layout Record ("DLR") to the ordering Party within 5 business days after receipt of the ASR upon review of and in response to the ordering Party's ASR, to begin the provisioning process.
- 6.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 6.4 Service provided for in an ASR shall be installed within 14 business days of receipt of the ASR.
- 6.5 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Attachment, due to a bona fide end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall issue its FOC and DLR and install service within the requested interval, subject to resource and facilities availability.
- 6.6 Time Warner shall be responsible for engineering its network on its side of the POI, and BellSouth shall be responsible for engineering the POI and its network on its side of the POI.

7. **Local Dialing Parity**

Each party shall provide local dialing parity, meaning that each party's customers will not have to dial any greater number of digits than the other party's customers to complete the same call. In addition, under equivalent interconnection arrangements, Time Warner local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. **Local Interconnection Compensation**

- 8.1 For purposes of reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Additionally,

Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as local calls by the ruling regulatory body.

- 8.2 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound traffic is subject to compensation to the extent provided by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98, FCC 01-31 (released April 27, 2001) ("ISP Remand Order").
- 8.3 Notwithstanding the foregoing definitions, all combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be presumed to be ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating Traffic on a statewide basis shall be presumed to be Local Traffic.
- 8.4 The Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic and ISP-bound traffic at the composite rates set forth in Attachment 11, subject to the terms and conditions set forth in Section 8.5 below. However, the elemental rates set forth in Attachment 11 of this Agreement shall apply throughout the term of this Agreement for Multiple Tandem Access, as described in Section 3.1 above, and Transit Traffic, as described in Section 8.8 below.
- 8.5 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound Traffic for which one Party may bill the other shall be capped as follows:
- 8.5.1 For ISP-bound Traffic exchanged during the year 2002, compensation at the rates set forth in Attachment 11 of this Agreement shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to, on an annualized basis, the number of ISP bound Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus a twenty percent growth factor.
- 8.5.2 For ISP-bound Traffic exchanged during the year 2003 and beyond, compensation, at the rates set forth in Attachment 11 of this Agreement, shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.
- 8.5.3 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefor.

- 8.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.
- 8.6.1 If Time Warner assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Time Warner end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Time Warner customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Time Warner agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Time Warner at BellSouth's switched access tariff rates.
- 8.6.2 If Time Warner does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Time Warner NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Time Warner can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 8.7 When BellSouth chooses to purchase transport from Time Warner for delivery of BellSouth originated traffic to Time Warner, BellSouth will pay Time Warner for transporting BellSouth originated traffic from Time Warner's point of presence located within the LATA in which the call originated to the V&H coordinates of the Time Warner terminating NPA/NXX in the same LATA.

8.8 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Time Warner is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Time Warner. Time Warner agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of Time Warner. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

9.0 **Rearrangement of Facilities**
BellSouth shall not charge rearrangement, reconfiguration, disconnection or other non-recurring fees associated with the reconfiguration of the Company's interconnection arrangement at any BellSouth Central Office.

Exhibit B

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Public Service Commissions.

2. Unbundled Network Elements

The prices that Time Warner shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

3. Compensation For Local Interconnection (Call Transport and Termination)

The prices that Time Warner and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

4. Ancillary Functions

4.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

4.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). Time Warner may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

5. Local Number Portability

The prices for number portability are set forth in Table 1.

6. Recorded Usage Data

The prices for recorded usage data are set forth in Table 1.

7. Operational Support Systems (OSS) Rates

The prices for OSS are set forth in Table 1.

Exhibit C

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BELLSOUTH/WARNER
RATES
TENNESSEE

Exhibit C
Attachment 11
Table 1

CATEGORY	NOTES	ELEMENT	Interim	Zone	BC'S	USOC	RATES (\$)		OSS RATES (\$)					
							Nonrecuring		Discontinued		Nonrecuring		Discontinued	
							Res	Adt	SOMAN	SOMAN	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Adt	Incremental Charge - Manual Svc Order vs. Electronic-1st Adt	Incremental Charge - Manual Svc Order vs. Electronic-1st Adt
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	1	2	UHL	UHL2W	18.05	31.99	20.02	10.65	1.41	20.35	10.54	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	1	3	UHL	UHL2W	23.6	31.99	20.02	10.65	1.41	20.35	10.54	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29						
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP												
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	1		UHL	UHL2X	10.83	270.01	234.63	74.54	39.14	20.35	10.54	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	2		UHL	UHL2X	14.15	270.01	234.63	74.54	39.14	20.35	10.54	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	3		UHL	UHL2X	18.5	270.01	234.63	74.54	39.14	20.35	10.54	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1		UHL	UHL2W	10.83	31.99	20.02	10.65	1.41	20.35	10.54	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	1	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41	20.35	10.54	13.32
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	1	3	UHL	UHL2W	18.5	31.99	20.02	10.65	1.41	20.35	10.54	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29						
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP												
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	1		UHL	UHL4X	13.93	279.6	244.22	74.54	39.14	20.35	10.54	13.32
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	2		UHL	UHL4X	18.2	279.6	244.22	74.54	39.14	20.35	10.54	13.32
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	3		UHL	UHL4X	23.8	279.6	244.22	74.54	39.14	20.35	10.54	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1		UHL	UHL4W	13.93	31.99	20.02	10.65	1.41	20.35	10.54	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	1	2	UHL	UHL4W	18.2	31.99	20.02	10.65	1.41	20.35	10.54	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	1	3	UHL	UHL4W	23.8	31.99	20.02	10.65	1.41	20.35	10.54	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29						
		4-WIRE DS1 DIGITAL LOOP												
		4-Wire DS1 Digital Loop - Zone 1	1		USL	USLXX	57.73	313.08	219.72	96.86	40.45	18.98	8.43	11.95
		4-Wire DS1 Digital Loop - Zone 2	2		USL	USLXX	75.4	313.08	219.72	96.86	40.45	18.98	8.43	11.95
		4-Wire DS1 Digital Loop - Zone 3	3		USL	USLXX	98.59	313.08	219.72	96.86	40.45	18.98	8.43	11.95
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.59						
		4-WIRE 19.2 OR 64 Kbps DIGITAL GRADE LOOP												
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1	1		UDL	UDL19	31.1	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2	2		UDL	UDL19	40.61	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3	3		UDL	UDL19	53.11	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1	1		UDL	UDL56	31.1	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2	2		UDL	UDL56	40.61	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3	3		UDL	UDL56	53.11	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1	1		UDL	UDL64	31.1	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2	2		UDL	UDL64	40.61	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3	3		UDL	UDL64	53.11	207.01	141.38	90.7	44.18	20.35	10.54	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29						
		2-WIRE UNBUNDLED COPPER LOOP												

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BELLSOUTH/WARNER
RATES
TENNESSEE

Exhibit C
Attachment 11
Table 1

CATEGORY	NOTES	ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)							
							Nonrecurring				Discontinued							
							Final	Advt	First	Advt	SOMECS	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
							Base	Final	Advt	First	SOMECS	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	34.29	34.29	34.29	34.29	13.09	94.41	20.35	10.54	13.32	13.32		
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	USBMC	110.71	37.89	37.89	37.89	13.09	94.41	20.35	10.54	13.32	13.32		
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	USBMC	110.71	37.89	37.89	37.89	13.09	94.41	20.35	10.54	13.32	13.32		
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	USBMC	110.71	37.89	37.89	37.89	13.09	94.41	20.35	10.54	13.32	13.32		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair				UEANL												
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	USBMC	34.29	34.29	34.29	34.29	16.98	98.96	20.35	10.54	13.32	13.32		
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	USBMC	34.29	34.29	34.29	34.29	16.98	98.96	20.35	10.54	13.32	13.32		
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	USBMC	34.29	34.29	34.29	34.29	16.98	98.96	20.35	10.54	13.32	13.32		
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair				UEANL												
		Sub-Loop Feeder																
		USL Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA	USBFW	517.25											
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA	USBFX	42.68											
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ	531.04	11.34										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Statewide		sw	UEA	USBFA	12.05	122.24	85.05	76.35	39.16	19.99	20.35	10.54	13.32	13.32		
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL	34.29											
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	85.05	76.35	39.16		20.35	10.54	13.32	13.32		
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL	34.29											
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	85.05	76.35	39.16		20.35	10.54	13.32	13.32		
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL	34.29											
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	21.52	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFD	21.52	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32		
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL	34.29											
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	21.52	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	21.52	137.31	61.93	118.04	30.13		20.35	10.54	13.32	13.32		
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL	34.29											
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 2		2	UDN	USBFF	16.11	142.83	67.45	104.67	18.53		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 3		3	UDN	USBFF	16.11	142.83	67.45	104.67	18.53		19.99	19.99	19.99	19.99		
		Order Coordination for Specified Conversion Time, per LSR			UDN	OCOSL	34.29											
		Unbundled Sub-Loop Feeder Loop, 2 Wire UDC (DS1, compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 2 Wire UDC (DS1, compatible)		2	UDC	USBFS	16.11	142.83	67.45	104.67	18.53		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 2 Wire UDC (DS1, compatible)		3	UDC	USBFS	16.11	142.83	67.45	104.67	18.53		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 4 Wire DS1 - Zone 1		1	USL	USBFG	51.9	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 4 Wire DS1 - Zone 2		2	USL	USBFG	51.9	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 4 Wire DS1 - Zone 3		3	USL	USBFG	51.9	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Order Coordination for Specified Conversion Time, per LSR			USL	OCOSL	34.29											
		Unbundled Sub-Loop Feeder Loop, 2 Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Copper Loop - Zone 2		2	UCL	USBFH	9.52	114.27	38.89	104.64	18.53		19.99	19.99	19.99	19.99		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Copper Loop - Zone 3		3	UCL	USBFH	9.52	114.27	38.89	104.64	18.53		19.99	19.99	19.99	19.99		
		Order Coordination for Specified Conversion Time, per LSR			UCL	OCOSL	34.29											
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53		19.99	19.99	19.99	19.99		
		Order Coordination for Specified Conversion Time, per LSR			UCL	OCOSL	34.29											
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFN	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFN	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFN	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Order Coordination for Specified Conversion Time, per LSR			UDL	OCOSL	34.29											
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	26.06	116	40.62	106.82	18.91		19.99	19.99	19.99	19.99		

CATEGORY	NOTES	ELEMENT	Location	Zone	BOS	USOC	RATES (\$)				OSS RATES (\$)				Incremental Cost Manual Soc Order vs. Electronic-1st Add'l	Incremental Cost Manual Soc Order vs. Electronic-1st Add'l	Incremental Cost Manual Soc Order vs. Electronic-1st Add'l		
							Nonrecurring				Nonrecurring								
							Res	First	Add'l	Advt	SOMEC	SOMAN	Disconnect	SOMAN				Incremental Charge - Manual Soc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Soc Order vs. Electronic-1st Add'l
							First	Add'l	Advt	Advt	First	Add'l	Advt	Advt					
		Order Coordination For Specified Conversion Trms. per LSR						34.29											
	Unbundled Sub-Loop Modification	Unbundled Sub-Loop Modification - 2-W Copper Dial Load Coil/Equip Removal per 2-W PR			UDL	OCOSL													
		Unbundled Sub-loop Modification - 4-W Copper Dial Load Coil/Equip Removal per 4-W PR			UEF	ULM2X		335.35	7.82				20.34	10.54	13.32	13.32			
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dial Bridged Tap Removal, per PR unbundled			UEF	ULM4X		335.36	7.82				20.35	10.54	13.32	13.32			
		Unbundled Network Terminating Wire (UNTW)			UEF	ULMAT		528.48	9.74				20.35	10.54	13.32	13.32			
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.45	2.48	2.48				20.35	10.54	13.32	13.32			
	Network Interface Device (NID)																		
	Network Interface Device (NID) - 1-2 lines				UENTW	UND12		89.69	54.56				20.35	10.54	13.32	13.32			
	Network Interface Device (NID) - 1-5 lines				UENTW	UND16		120.65	94.51				20.35	10.54	13.32	13.32			
	Network Interface Device Cross Connect - 2 W				UENTW	UND22		0.74	0.74				20.35	10.54	13.32	13.32			
	Network Interface Device Cross Connect - 4W				UENTW	UND24		0.74	0.74				20.35	10.54	13.32	13.32			
	UNBUNDLED LOOP CONCENTRATION																		
	Loop Channelization System							307.34	74.37	4.18			20.35	10.54	13.32	13.32			
	CO Channel Interface - 2 Wire Voice Grade				ULC	ULCC2	1.2	9.57	9.52	8.66	8.6		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - System A (TR008)				ULC	UCTBA	500.18	613.6	613.6				20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - System B (TR008)				ULC	UCTBB	54.82	255.67	255.67				20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - System A (TR303)				ULC	UCTBA	59	613.6	613.6				20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - System B (TR303)				ULC	UCTBB	92.37	255.67	255.67				20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - DS1 Loop Interface Card				ULC	UCTCO	8.23	74.39	53.07	30.23	8.46		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)				UDN	ULCC1	8.46	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)				UDC	ULCCU	8.46	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)				UEA	ULCC2	2.32	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)				UEA	ULCCR	12.45	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)				UEA	ULCC4	7.53	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - TEST CIRCUIT Card				ULC	UCTTC	35.77	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface				UDL	ULCC7	11.03	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface				UDL	ULCC5	11.03	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface				UDL	ULCC6	11.03	8.69	8.65	9.71	9.65		20.35	10.54	13.32	13.32			
	UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																		
	UNE OTHER, PROVISIONING ONLY - NO RATE																		
	NID - Dispatch and Service Order for NID Installation					UNDBX													
	UNTW Circuit Id Establishment, Provisioning Only - No Rate				UENTW	UENCE													
	Unbundled Contract Name, Provisioning Only - No Rate				UEAN,UEF,UEQ,U	UNECH													
	Unbundled Contract Name, Provisioning Only - no rate				UEAN,UEA,UHL,U	UNECH	0	0											
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate				UEA,UDN,UCL,UD	USBFQ	0	0											
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate				UEA,UCL,UCL,UDL	USBFR	0	0											
	Unbundled DS1 Loop - Superframe Format Option - no rate				USL	CCOSF	0	0											
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate				USL	CCOEF	0	0											
	UNBUNDLED LOCAL LOOP																		
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month				UE3	1LND													
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month				UE3	UE3PX	374.24	595.67	304.5	224.63	170.16		36.84	36.84	19.01	19.01			

BELLSOUTH/WARNER
RATES
TENNESSEE

Exhibit C
Attachment 11
Table

CATEGORY	NOTES	ELEMENT	Interim	Zone	BOS	USOC	RATES (\$)				OSS RATES (\$)					
							Nonrecursing				Discontinued					
							Res	First	Advt	First	Advt	SOMEQ	SOMAN	SOMAN	Incremental	Incremental
												Spec Order Spec Order Rate per LSR	Spec Order Spec Order Rate per LSR	Spec Order Spec Order Rate per LSR	Charge - Manual Sec Order vs. Electronic-1st Add'l	Charge - Manual Sec Order vs. Electronic-1st Add'l
MULTIPLXERS		Channelization - DS1 to DS0 Channel System			UKTD1	MQ1	90.77	141.87	77.11	44.47	42.62					
		OCU-IP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kba)			UDL	1D1DD	1.82	6.07	4.86							
		2-wire ISDN COCI (BRUTE) - DS1 to DS0 Channel System - per month			UDN	1D1CA	3.1	6.07	4.86							
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.91	6.07	4.86							
		DS3 to DS1 Channel System per month			UKTD3	MQ3	222.98	308.03	108.47	6.34	4.23					
		STS1 to DS1 Channel System per month			UKTS1	MQ3	222.98	308.03	108.47	6.34	4.23					
		DS1 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	17.58	6.07	4.86							
DARK FIBER		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local			UDF	1L5DC	53.23	1219.22	169.75	453.22	339.34					
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice			UDF	UDFCA										
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice			UDF	1L5DF	53.23	1219.22	169.75	453.22	339.34					
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local			UDF	UDFL4	53.23	1219.22	169.75	453.22	339.34					
TRANSPORT OTHER																
8XX ACCESS TEN DIGIT SCREENING		Clear Channel Capability (8B2S/ESF) Option - Subsequent - per DS1 Channel			UNCIX	CCOEF		185.16	23.85	2.03	0.79					
		Clear Channel Capability (8B2S/SF) Option - Subsequent - per DS1 Channel			UNCIX	CCOSF		185.16	23.85	2.03	0.79					
		8XX Access Ten Digit Screening, Per Call			OHD	NBRTX	0.0005192	5.21	0.76							
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	NBRTX		11.47	1.46	7.34	0.7602					
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTIS Translations			OHD	NBFTX		11.47	1.46	7.34	0.7602					
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	NBFCX		4.47	2.24							
		8XX Access Ten Digit Screening, Multiple Int'lATA CXR Routing Per CXR Requested			OHD	NBFCX		5.23	3							
		Per 8XX No.			OHD	NBFCX		5.97	0.76							
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	NBFCX		4.47								
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	NBFCX		4.47								
LINE INFORMATION DATA BASE ACCESS (LIDB)		LIDB Common Transport Per Query			OOI	OOI	0.0000354									
		LIDB Validation Per Query			OOI	OOI	0.0117403									
		LIDB Originating Port Code Establishment or Change			OOI	OOI		49.03								
SIGNALING (CCST)		CCST Signaling Termination, Per STP Port			IDB	PT6SX	138.41									
		CCST Signaling Usage, Per TCP/IP Message			IDB	TPP++	0.0000916									
		CCST Signaling Connection, Per Link (A link)			IDB	TPP++	17.84	130.64	130.64							
		CCST Signaling Connection, Per Link (B link) (also known as D link)			IDB	TPP++	17.84	130.64	130.64							
		CCST Signaling Usage, Per ISUP Message			IDB	STU66	0.0000373									
		CCST Signaling Usage, Multiple Int'lATA CXR Routing Per CXR Requested			IDB	STU66	362.3									
		CCST Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			IDB	CCAPO		40	40							
		CCST Signaling Point Code, per Destination Point Code Establishment or Change, Per STP Affected			IDB	CCAPD		8	8							
CALLING NAME (CHAM) SERVICE		CHAM for DB Owners, Per Query			OOV		0.016									
		CHAM for Non-DB Owners, Per Query			OOV		0.01									
CHAM (Non-Database Owner), NRC, applies when using the Character Based User Interface (CHUI)					OOV	CDCH		595	595							
LNP QUERY SERVICE																

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CATEGORY	NOTES	ELEMENT	Inclusion	Zone	BC3	USOC	RATES (\$)		OSR RATES (\$)				
							First	Adst	See Order Submitted Manually per LSR	See Order Submitted Manually per LSR	Incremental Charge - Manual Sec Order vs. Electronic-Int Adst	Incremental Charge - Manual Sec Order vs. Electronic-Int Adst	Incremental Charge - Manual Sec Order vs. Electronic-Int Adst
							Rec	First	Adst	SOME	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													
		ISP-bound Traffic and Local Traffic					0.0010000						
		ISP-bound Traffic, per MOU (January 1, 2002 through June 13, 2003)					0.0007000						
		ISP-bound Traffic, per MOU (June 14, 2003 forward)											
TANDEM SWITCHING													
		Tandem Switching Function Per MOU					0.0008778						
		Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0008778						
TRUNK CHARGE													
		Installation Trunk Side Service - per DS0											
		Dedicated End Office Trunk Port Service-per DS0**					\$0.00						
		Dedicated End Office Trunk Port Service-per DS1**					\$0.00						
		Dedicated Tandem Trunk Port Service-per DS0**					\$0.00						
		Dedicated Tandem Trunk Port Service-per DS1**					\$0.00						
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate element													
LOCAL INTERCONNECTION (TRANSPORT)													
COMMON TRANSPORT (Shared)													
		Common Transport - Per Mile, Per MOU					0.0000084						
		Common Transport - Facility Termination Per MOU					0.0003871						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE													
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month					\$0.0174						
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month					\$18.58	\$55.39	\$17.37	\$27.98	\$3.51		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56K4 Kbps													
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month					\$0.0174						
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month					\$17.98	\$55.39	\$17.37	\$27.98	\$3.51		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month					\$0.0174						
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month					\$17.98	\$55.39	\$17.37	\$27.98	\$3.51		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1													
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month					\$0.3562						
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month					\$77.88	\$112.40	\$76.27	\$19.55	\$14.99		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3													
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month					\$2.34						
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month					\$848.99	\$365.29	\$176.56	\$109.04	\$105.91		
LOCAL CHANNEL - DEDICATED TRANSPORT													
		Local Channel - Dedicated - 2-Wire Voice Grade per month					\$19.33	\$199.33	\$24.18	\$54.81	\$4.8		
		Local Channel - Dedicated - 4-Wire Voice Grade per month					\$20.56	\$201.53	\$24.83	\$55.52	\$5.51		
		Local Channel - Dedicated - DS1 per month					\$27.35	\$273.26	\$33.18	\$22.30	\$2.3		
		Local Channel - Dedicated - DS3 Facility Termination per month					\$81.13	\$566.37	\$304.5	\$215.82	\$151.15		
LOCAL INTERCONNECTION MID-SPAN MEET													
NOTE: If Access service rate Mid-Span Meet, one-half the tariff service Local Channel rate is applicable.													
		Local Channel - Dedicated - DS1 per month					\$0.00	\$0.00					
		Local Channel - Dedicated - DS3 per month					\$0.00	\$0.00					
MULTIPLXERS													
		Channelization - DS1 to DS0 Channel System					\$60.77	\$141.87	\$7.11	\$44.47	\$42.82		
		DS3 to DS1 Channel System per month					\$308.03	\$108.47	\$8.34	\$4.73			
		DS3 Interface Unit (DS1 COC) per month					\$17.58	\$6.07	\$4.96				
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as													

	If no rate is identified in the contract the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as
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